

**Marilyn Burgess**

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

2/12/2021 1:42:03 PM  
Marilyn Burgess - District Clerk  
Harris County  
Envelope No: 50621842  
By: COLLINS, IRIS T  
Filed: 2/12/2021 1:42:03 PM**Request for Issuance of Service**

CASE NUMBER: \_\_\_\_\_ CURRENT COURT: \_\_\_\_\_

Name(s) of Documents to be served: PLAINTIFF'S ORIGINAL PETITIONFILE DATE: 02/12/21 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

Issue Service to: CONTRACT FREIGHTERS, INC.Address of Service: 211 E. 7TH STREET, STE 620City, State & Zip: AUSTIN, TX 78701Agent (if applicable) CORPORATION SERVICE COMPANY d/b/a CSC-LAWYERS INCORPORATING

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- |  |   |  |   |
|--|---|--|---|
| <input checked="" type="checkbox"/> Citation                   | <input type="checkbox"/> Citation by Posting          | <input type="checkbox"/> Citation by Publication | <input type="checkbox"/> Citations Rule 106 Service |
| <input type="checkbox"/> Citation Scire Facias                 | <input type="checkbox"/> Newspaper _____              |  |   |
| <input type="checkbox"/> Temporary Restraining Order           | <input type="checkbox"/> Precept                      | <input type="checkbox"/> Notice                  |   |
| <input type="checkbox"/> Protective Order                      |   |  |   |
| <input type="checkbox"/> Secretary of State Citation (\$12.00) | <input type="checkbox"/> Capias (not an E-Issuance)   | <input type="checkbox"/> Attachment              |   |
| <input type="checkbox"/> Certiorari                            | <input type="checkbox"/> Highway Commission (\$12.00) |  |   |
| <input type="checkbox"/> Commissioner of Insurance (\$12.00)   | <input type="checkbox"/> Hague Convention (\$16.00)   | <input type="checkbox"/> Garnishment             |   |
| <input type="checkbox"/> Habeas Corpus                         | <input type="checkbox"/> Injunction                   | <input type="checkbox"/> Sequestration           |   |
| <input type="checkbox"/> Subpoena                              |   |  |   |
| <input type="checkbox"/> Other (Please Describe) _____         |   |  |   |

(See additional Forms for Post Judgment Service)

**SERVICE BY (check one):**

- |   |   |
|---|---|
| <input type="checkbox"/> ATTORNEY PICK-UP (phone) _____   | <input checked="" type="checkbox"/> E-Issuance by District Clerk<br>(No Service Copy Fees Charged)  |
| <input type="checkbox"/> MAIL to attorney at: _____       | Note: The email registered with EfileTexas.gov must be used to retrieve the E-Issuance Service Documents.<br>Visit www.hcdistrictclerk.com for more instructions. |
| <input type="checkbox"/> CONSTABLE                        |   |
| <input type="checkbox"/> CERTIFIED MAIL by District Clerk |   |

☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_☐ OTHER, explain \_\_\_\_\_Issuance of Service Requested By: Attorney/Party Name: Anthony G. Buzbee Bar # or ID 24001820Mailing Address: 600 Travis, Ste 6300, Houston, TX 77002Phone Number: 713-223-5393

CAUSE NO. 202109161

RECEIPT NO. 879815

0.00

EML

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TR # 73842564

PLAINTIFF: JOHNSON, JENTEL  
 vs.  
 DEFENDANT: CONTRACT FREIGHTERS INC

In The 164th  
 Judicial District Court  
 of Harris County, Texas  
 164TH DISTRICT COURT  
 Houston, TX

## CITATION

THE STATE OF TEXAS  
 County of Harris

TO: CONTRACT FREIGHTERS INC (A FOREIGN FOR-PROFIT CORPORATION)  
 MAY BE SERVING ITS REGISTERED AGENT CORPORATION SERVICE COMPANY  
 (D/B/A CSC-LAWYERS INCORPORATING SERVICE COMPANY)  
 211 E 7TH STREET SUITE 620 AUSTIN TX 78701  
 Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 12th day of February, 2021, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

TO OFFICER SERVING:

This citation was issued on 22nd day of February, 2021, under my hand and seal of said Court.

Issued at request of:  
 BUZBEE, ANTHONY GLENN  
 600 TRAVIS, STE. 7300  
 HOUSTON, TX 77002  
 Tel: (713) 223-5393  
 Bar No.: 24001820



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
 Harris County, Texas  
 201 Caroline, Houston, Texas 77002  
 (P.O. Box 4651, Houston, Texas 77210)

Generated By: COLLINS, IRIS TROISHA IKS//11687815

## OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Executed at (address) \_\_\_\_\_ in

\_\_\_\_\_ County at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, by delivering to \_\_\_\_\_ defendant, in person, a

true copy of this Citation together with the accompanying \_\_\_\_\_ copy(ies) of the Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

FEE: \$ \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ County, Texas

\_\_\_\_\_  
 Affiant

By \_\_\_\_\_  
 Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
 Notary Public

CAUSE NO. \_\_\_\_\_

JENTEL JOHNSON	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
	§	_____ JUDICIAL DISTRICT
	§	
CONTRACT FREIGHTERS, INC.	§	<b>JURY TRIAL DEMANDED</b>

**PLAINTIFF'S ORIGINAL PETITION**

NOW COMES Plaintiff, JENTEL JOHNSON, complaining of Defendant CONTRACT FREIGHTERS, INC. and for cause of action would respectfully show this Court the following:

**I. FACTUAL BACKGROUND**

On January 26, 2021 in Harris County, Texas, Defendant's driver Camille Conner operated an 18-wheeler vehicle in a right-hand lane in the course and scope of her employment with Defendant Contract Freighters, Inc. Conner failed to yield the right of way on a left hand turn at an intersection, causing a collision with Plaintiff Jentel Johnson's vehicle which was traveling in the left lane on the road. Conner's vehicle pushed Plaintiff's vehicle into an electrical box, causing severe damage. According to Conner, she never saw Plaintiff's vehicle as she was making the improper turn.

The Harris County Constable Precinct 4 issued a citation to Camille Conner for failing to yield when turning left.

The incident caused Plaintiff to suffer severe injuries to his body, including but not limited to his lower back and neck. Plaintiff continues to suffer from his injuries, and now brings this suit to recover for his damages.

**II. DISCOVERY PLAN**

Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

**III. PARTIES**

Plaintiff Jentel Johnson is an individual residing in Texas.

Defendant Contract Freighters, Inc. is a foreign for-profit corporation doing business in Texas. Defendant may be served with process via its registered agent: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620 Austin, TX 78701.

**IV. VENUE AND JURISDICTION**

Venue and jurisdiction are proper. The amount in controversy is within jurisdictional limits of this Court. Plaintiff seeks over \$1,000,000 in damages. Harris County is the proper venue for this action pursuant to the Texas Civil Practice and Remedies Code, Section 15.001(a)(1), *et seq.*, because this is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

Defendant Contract Freighters, Inc. conducts operations here in Texas. Defendant maintains properties and offices in Laredo, Texas and Dallas, Texas for its operations. Therefore, removal to federal court is improper.

**V. CAUSES OF ACTION**

**A. NEGLIGENCE**

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

Defendant had a duty to Plaintiff and breached that duty. The negligence of Defendant Contract Freighters, Inc. was a proximate cause of Plaintiff's injuries.

Defendant breached the duty of reasonable care in one or more of the following ways, among others:

1. Failing to pay attention to the surroundings;
2. Failing to keep a proper lookout;
3. Failing to turn when safe;
4. Failing to observe and follow traffic laws, and to ensure driver observed and followed

those laws;

5. Failing to keep the vehicle under proper control;
6. Negligently entrusting the vehicle to Camille Conner;
7. Negligently hiring, supervising and retaining Camille Conner;
8. Negligently controlling Camille Conner;
9. Failing to properly supervise and control driver;
10. Failing to create or enforce safety rules;
11. Failing to create or enforce safety rules regarding the operation of vehicles; and
12. Violating various statutes and regulations, including the Texas Transportation Code.

Each of these acts and omissions, singularly or in combination with others, constitutes negligence, which was the proximate cause of this incident and the injuries sustained by Plaintiff.

#### **B. VICARIOUS LIABILITY**

Plaintiff re-alleges each aforementioned allegation as if incorporated below.

Defendant is responsible for the conduct of its agents due to the relationship that existed, among other acts and omissions of negligence which may be shown during the trial of this cause.

#### **C. NEGLIGENCE PER SE**

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

Defendant's conduct was negligence per se because of a breach of duty imposed by statute. This breach caused Plaintiff's injuries. Specifically, there was a breach of duties imposed by statutes and state law, including, but not limited to, the following:

1. TEX. TRANSP. CODE ANN. § 545.103: An operator may not turn the vehicle to enter a private road or driveway, otherwise turn the vehicle from a direct course, or move right or left on a roadway unless movement can be made safely.
2. TEX. TRANSP. CODE ANN. § 545.060: A person commits an offense if the person drives a vehicle in willful or wanton disregard for the safety of persons or property.

Plaintiff is within the class of individuals intended to be protected by these statutes. The

statutes are ones for which tort liability may be imposed. The breach of the statutory duties proximately caused Plaintiff's injuries.

**D. NEGLIGENCE ENTRUSTMENT**

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

Defendant negligently entrusted the vehicle to its driver Camille Conner, as it knew or had reason to know that Conner should not have been operating the vehicle. This was a proximate cause of Plaintiff's injuries.

Each of these acts and omissions, singularly or in combination with others, constitutes negligence which was the proximate cause of this incident and Plaintiff's injuries.

**E. NEGLIGENCE HIRING, SUPERVISION, TRAINING AND RETENTION**

Plaintiff incorporates the previous allegations.

Defendant Contract Freighters, Inc. is liable for the negligent hiring, supervision, training and retention of Camille Conner. Defendant Contract Freighters, Inc. had a duty to exercise due care to secure a competent contractor for the work. Defendant failed to exercise such care and is liable for the negligent acts of Camille Conner. Defendant owed a duty to Plaintiff to use ordinary care in retaining Conner. Defendant failed to exercise ordinary care in employing Conner. Defendant retained the services of Conner but failed to properly screen her driving record as to whether she was properly trained to do such work. Defendant also failed to remain knowledgeable about Conner's competence and fitness. Defendant knew or should have known the continued employment/contracting of Conner would create an unreasonable risk of harm to others. Defendant Contract Freighters knew or should have known that Conner was incompetent. Plaintiff's injuries are the result of Conner's incompetence. Defendant Contract Freighters' failure in this regard proximately caused Plaintiff's injuries alleged herein.

#### **F. NEGLIGENT EXERCISE OF CONTROL**

Plaintiff incorporates the previous allegations.

At all times, Contract Freighters maintained control over its driver Camille Conner. Contract Freighters, Inc. owed a duty to Plaintiff to exercise control over Ms. Conner.

Contract Freighters breached that duty.

Contract Freighters' negligent control over Conner proximately caused Plaintiff's injuries.

#### **G. GROSS NEGLIGENCE**

Plaintiff will further show that the acts and/or omissions of Defendant as described above, when viewed objectively from their standpoint, involve an extreme degree of risk considering the probability and magnitude of the potential harm to others. Defendant had actual subjective awareness of the risk involved, but nevertheless proceeded in conscious indifference to the rights, safety, and/or welfare of the others, including Plaintiff. As such, these actions and omissions constitute gross negligence and malice as those terms are understood by law.

#### **VI. DAMAGES**

As a direct and proximate result of the Defendant's negligent acts and/or omissions, Plaintiff has suffered substantial damages for which they seek recovery from Defendant. Plaintiff prays that they recover a judgment from Defendant for damages in excess of \$1,000,000 and that he recovers from Defendant for the following:

- a. Physical pain and suffering in the past;
- b. Physical pain and suffering in the future;
- c. Mental anguish in the past;
- d. Mental anguish in the future;
- e. Physical impairment in the past;
- f. Plaintiff will, in all reasonable probability, suffer physical impairment in the future;

- g. Reasonable medical care and expenses in the past. Plaintiff incurred these expenses for the necessary care and treatment of injuries resulting from the incident complained of herein, and such charges were reasonable and were usual and customary charges for such services;
- h. Plaintiff will, in all reasonable probability, incur reasonable and necessary medical care and expenses in the future;
- i. Disfigurement in the past;
- j. Disfigurement in the future;
- k. Loss of earning capacity in the past;
- l. Plaintiff will, in all reasonable probability, incur loss of earning capacity in the future;
- m. Loss of household services in the past;
- n. Loss of household services in the future;
- o. Cost of monitoring and prevention in the future;
- p. Punitive damages in such amount as may be found proper and just under the facts and circumstances as determined by the jury;
- q. Costs of suit;
- r. Prejudgment and post-judgment interest; and
- s. All other relief to which Plaintiff may be justly entitled.

Because of the egregious nature of the actions of the Defendants, Plaintiff seeks punitive damages.

**VII. REQUEST FOR JURY TRIAL**

Plaintiff respectfully demands a jury trial and tenders the appropriate fee.

**VIII. PRAYER**

By reason of all the above and foregoing, Plaintiff is entitled to recover from Defendant



the damages set forth in this petition, jointly and severally, within the jurisdictional limits of this Court. Plaintiff seeks damages over \$1,000,000. Plaintiff also seeks pre- and post-judgment interest at the maximum legal rate, costs of court, and any other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

**THE BUZBEE LAW FIRM**

By: /s/ Anthony G. Buzbee

Anthony G. Buzbee

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Ryan S. Pigg

State Bar No. 24088227

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**ATTORNEYS FOR PLAINTIFF**